

**IN THE DISTRICT COURT OF THE VIRGIN ISLANDS**  
**DIVISION OF ST. THOMAS AND ST. JOHN**

CARY CHAPIN, et al,

Plaintiffs,

v.

GREAT SOUTHERN WOOD  
PRESERVING, INC, THE PUTNAM  
LUMBER & EXPORT COMPANY, AND  
PUTNAM FAMILY PROPERTIES, INC.,

Defendants.

CIVIL NO. 2012/77

JURY TRIAL DEMANDED

PUTNAM LUMBER & EXPORT  
COMPANY, PUTNAM FAMILY  
PROPERTIES, INC.,

Third Party Plaintiff,

v.

WHITECAP INVESTMENT CORP.,  
d/b/a PARADISE LUMBER AND MSI  
BUILDING SUPPLIES,

Third Party Defendants.

WHITECAP INVESTMENT CORP.,  
d/b/a PRADISE LUMBER,

Third Party Plaintiff,

v.

GREAT SOUTHERN WOOD  
PRESERVING, INC.

Third Party Defendant.

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The Order to produce the settlement agreements was entered unilaterally by Judge Gomez, without consultation as to the parties ability to accomplish the task, with no consideration that it was requiring two independent settlement agreements with different parties and both litigation and in house counsel who had to agree to be filed in a little over 3 hours.

That said, the parties tried diligently to accomplish that task. At 10:26 a.m., Plaintiffs were notified of some name changes that the Putnam family client and attorney required be made. Those were made but there was information missing in relation to the names.

At 11:13 a.m. the parties began to discuss adding into the documents the amounts to be paid by each party into the agreement. That was agreed to at 11:21 a.m. as to where as to Putnam those amounts should be entered. At 12:21 p.m. we got Putnam's in-house counsel's final changes, at 12:40 p.m. those changes were made and sent back to Putnam. At 12:42 p.m. it was discovered that a title for one of the persons added was missing and a request for that title made.

At 1:20 p.m. it was agreed that Plaintiff's counsel would sign for the Plaintiffs as there was insufficient time to obtain all the Plaintiffs signatures. At 2:57 p.m., Putnam provided the title for the person that was missing.

At 3:06 Plaintiffs notified Whitecap that they failed to send the final changes in word and requested the document in word to make the changes. At 3:08 p.m., Plaintiffs received the word version, at 3:21 p.m. the word version with the changes was sent to

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Whitecap. At 3:23 p.m. the final version as to Putnam was sent out. Those final versions had to be again reviewed by litigation counsel and in house counsel. At 3:40 it was discovered that a numbering error had occurred in the Putnam document. That was corrected at 3:48 p.m.

At 3:55 p.m. it was discovered that the dollar amount had not been added to the Whitecap Agreement. At 4:04 p.m. those amounts were added.

At 4:17 p.m., Plaintiffs received the signed document from Putnam. At 4:19 p.m. Plaintiff received Whitecap's signature page. Plaintiffs' counsel was on a conference call that lasted until about 4:45 p.m. or so. Plaintiffs' counsel signed the agreements and at 5:10 p.m. they were emailed to St. Thomas to counsel's secretary there to file first thing in the morning as she had left for the day and the Court closed at 5:00 p.m.

The Court specifically stated to file the documents en camera. That means to file the documents in a sealed envelope with the Court. The Court did not direct to file the documents under seal which would have allowed the parties to have filed the documents electronically. The parties did the best they could to adhere to the Court's unilaterally set deadline. There was no intentional failure to obey that order, it was just impossible.

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RESPECTFULLY SUBMITTED

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Attorneys for Plaintiffs

DATED: June 2, 2016

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**CERTIFICATE OF SERVICE**

**THIS IS TO CERTIFY** that on June 2, 2016, I electronically filed the foregoing with the Clerk of the court using the CM/ECF system, which will send a notification of such filing (NEF) to the following:

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